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INTERSTATE COMMERCE COMMISSION

~~PURCHASE AGREEMENT, RECONSTRUCTION AGREEMENT~~  
~~and~~  
**MASTER EQUIPMENT LEASE AGREEMENT**

AMERICAN COMPUTER LEASING CORPORATION

and

SEABOARD COAST LINE RAILROAD COMPANY

PREPARED BY: DONALD P. KLEKAMP  
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(513) 381-1150

RAILROAD EQUIPMENT MASTER LEASE AGREEMENT

Dated as of August 15, 1970

By and Between

AMERICAN COMPUTER LEASING CORPORATION

as LESSOR

and

SEABOARD COAST LINE RAILROAD COMPANY

RAILROAD EQUIPMENT MASTER LEASE AGREEMENT

THIS RAILROAD EQUIPMENT MASTER LEASE AGREEMENT ("Lease") dated as of August 15, 1970, by and between AMERICAN COMPUTER LEASING CORPORATION, an Ohio corporation, (the "LESSOR") and SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation (the "LESSEE");

WITNESSETH:

SECTION 1. DEFINITIONS

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Lease Agreement and shall be equally applicable to both the singular and the plural forms of the terms herein defined.

"Cars" shall mean the railroad freight cars described in Exhibit "A" attached hereto and made a part hereof, and as described in any Schedules which may be executed, from time to time, by the parties hereto, thereby becoming a part hereof.

"Casualty Occurrence" with respect to any Item of Equipment shall mean any of the following events

with respect to such Item of Equipment: (i) the loss, theft, or destruction thereof; or (ii) such Item of Equipment shall be requisitioned or taken over by any governmental authority under the power of eminent domain or otherwise during the Term (except for any requisition which by its terms does not exceed the remaining portion of the Term).

"Casualty Value" for an Item of Equipment as of any Rental Payment Date shall mean an amount determined by multiplying Lessor's Cost for such Item of Equipment by the percentage specified in Exhibit "B" hereto opposite such Rental Payment Date.

"Certificate of Acceptance" shall mean a certificate in substantially the form attached hereto as Exhibit "C" to be executed by the Lessee and delivered to the Lessor evidencing the Lessee's acceptance of delivery of an Item of Equipment.

"Commencement Date" shall mean (a) December 29,

1970, for all Items of Equipment accepted pursuant to Section 2 hereof on or prior to December 28, 1970;

(b) June 29, 1971, for all Items of Equipment accepted pursuant to Section 2 hereof on or prior to June 28, 1971; and (c) the earlier of (i) December 29, 1971, or (ii) the date on which reconstruction and delivery of all Items of Equipment to the Lessee have been completed as evidenced by the Certificates of Acceptance for all Items of Equipment accepted pursuant to Section 2 hereof after June 28, 1971.

"Equipment" shall mean all reconstructed Cars delivered and accepted under the Reconstruction Agreement.

"Event of Default" shall mean any of the events referred to in Section 17 hereof.

"Fixed Rent" shall mean the rental specified in Paragraph 4.1 hereof.

"Item of Equipment" shall mean a reconstructed Car delivered and accepted under the Reconstruction Agreement.

"Lessors Cost" shall mean the sum of (a) the

purchase price of the Cars as specified in the Purchase Agreement, (b) the cost of reconstruction of the Cars as specified in the Reconstruction Agreement, and(c) any taxes, delivery charges or other amounts paid by the Lessor pursuant to the Purchase Agreement or the Reconstruction Agreement. The aggregate of Lessor's Cost for the Equipment shall not exceed Three Million Dollars (\$3,000,000).

"Purchase Agreement" shall mean that certain agreement between the Lessor and the Lessee dated as of August 15, 1970, providing for the purchase by the Lessor from the Lessee of the Cars.

"Reconstruction Agreement" shall mean that certain agreement between the Lessor and the Lessee dated as of August 15, 1970, providing for the reconstruction by the Lessee of the Cars.

"Rental Payment Date" for an Item of Equipment shall mean the first semi-annual anniversary of the

Commencement Date for such Item of Equipment and each succeeding semi-annual anniversary thereof to and including the last day of the Term for such Item of Equipment. Provided that, with respect to that Equipment accepted subsequent to June 29, 1971, in the event the final Commencement Date intended under this Lease occurs prior to December 29, 1971, a proportionate rental payment will be made on said final Commencement Date in the manner set forth in Section 4.1.

"Schedule" shall mean a record in the form of Exhibit "D", executed or to be executed by Lessor and Lessee with respect to each Item of Equipment which becomes subject to this Lease containing information sufficient to identify the Equipment, and further containing a statement to the effect that it is executed pursuant to this Lease and that the terms are incorporated therein by reference.

"Secured Party" shall mean any lender which has made a non-recourse loan to the Lessor and has received

as security therefor an assignment of the rentals payable under this Lease.

"Supplemental Rent" shall mean all amounts, liabilities, and obligations which the Lessee assumes or agrees to pay hereunder to the Lessor or others, including Casualty Value payments, but excluding Fixed Rent.

"Term" shall mean, in the case of each Item of Equipment, the term for which such Item of Equipment is leased hereunder pursuant to Section 3 hereof, subject only to earlier termination as provided in Section 13 hereof.

## SECTION 2. DELIVERY AND ACCEPTANCE OF EQUIPMENT

The Lessor will cause each Item of Equipment to be tendered to the Lessee on the line of railroad of the Lessee at the point or points mutually agreed upon by the Lessor and the Lessee. Upon such tender, the Lessee will cause an authorized representative of the Lessee to inspect the same, and, if such Item of Equipment is found to be in good order, to accept delivery of such Item of Equipment and to execute and



deliver to the Lessor a Certificate of Acceptance, whereupon such Item of Equipment shall be deemed to have been delivered to and accepted by the Lessee. At that time also, the parties will execute a Schedule(s), thereby causing the Items of Equipment accepted on each of the Commencement Dates to become subject to all the terms and conditions of this Lease.

SECTION 3. TERM

The Term for each Item of Equipment shall commence on the Commencement Date for such Item of Equipment and shall continue for Six (6) years, except that, with respect to that Equipment accepted subsequent to June 29, 1971, the Term for said Equipment shall extend to a date Six (6) years from December 29, 1971.

SECTION 4. RENTAL

4.1 Fixed Rent. The Lessee hereby agrees to pay the Lessor Fixed Rent for each Item of Equipment throughout the Term for such Item of Equipment, payable in arrears in Twelve (12) semi-annual installments, each in an amount equal to 10.1952% of Lessor's Cost therefor, payable on each Rental Payment Date; provided that, with respect to each Item of Equipment accepted subsequent to June 29, 1971, should the final Commencement Date intended under this Lease occur prior to December 29, 1971, Lessee agrees to pay a proportionate Rental Payment on December 29, 1971, said proportionate Rental Payment to be equal to the proportion of the Six (6) month rental period that shall have elapsed since final Commencement Date.

4.2     Supplemental Rent.     The Lessee also agrees to pay to the Lessor, or to whomsoever shall be entitled thereto, any and all Supplemental Rent promptly as the same shall become due and owing, and in the event of any failure on the part of the Lessee to pay any Supplemental Rent, the Lessor shall have all rights, powers and remedies provided for herein or by law or equity or otherwise in the case of non-payment of Fixed or Interim Rent. The Lessee will also pay to the Lessor, no later than Ten (10) days after demand, as Supplemental Rent, to the extent permitted by applicable law, interest at the rate of Nine Per Cent (9%) per annum (computed on the basis of a 360-day year of Twelve [12] 30-day months) on any part of any installment of Fixed Rent not paid when due for any period for which the same shall be overdue and on any payment of Supplemental Rent not paid within Ten (10) days after demand by the Lessor for the period from the date of demand until the same shall be paid.

4.3     Payment of Rent.     All payments provided for in this Lease to be made to the Lessor shall be made to the Lessor at 14 East Fourth Street, Cincinnati, Ohio 45202, or at such other place as the Lessor or its assigns shall specify in writing.

4.4 Obligation to Pay Rent. The Lease is a net lease to the Lessor, and the Lessee shall not be entitled to any abatement of Rent or reduction thereof, including, but not limited to, abatements or reductions resulting from any present or future claims of the Lessee against the Lessor under this Lease or otherwise; nor, except as otherwise expressly provided herein, shall this Lease terminate or the respective obligations of the Lessor or the Lessee be otherwise affected by reason of any defect in or damage to or loss or destruction of all or any of the Equipment from whatsoever cause, the taking or requisitioning of the Equipment by condemnation or otherwise, the lawful prohibition of the Lessee's use of the Equipment, the interference with such use by private person or corporation, the invalidity or unenforceability or lack of due authorization or other infirmity of this Lease, or lack of right, power or authority of the Lessor to enter into this Lease, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the rents and other amounts payable by the Lessee hereunder shall continue to be payable in all events unless the obligation to pay the same shall be terminated pursuant to Section 13 hereof, or until, pursuant to

Section 16 hereof, the Equipment is placed and ready for delivery to the Lessor on the Lessee's lines, or leaves the Lessee's line for off-line delivery to the Lessor. Lessee further waives all rights now or hereafter conferred by statute or otherwise to quit, terminate or surrender this Lease, or the Equipment, or any part thereof, or to any abatement, suspension, deferment, diminution or reduction of rent on account of any such occurrence.

SECTION 5. TITLE TO THE EQUIPMENT

5.1 Title. The Lessor shall and hereby does retain full legal title to the Equipment notwithstanding the delivery thereof to and the possession and use thereof by the Lessee.

5.2 Identification of Equipment.

(a) The Lessee will cause each Item of Equipment to be kept numbered with its identifying number as set forth in Exhibit "A" hereto and will keep and maintain, plainly, distinctly, permanently and conspicuously marked by a stencil printed in contrasting color upon each side of each Item of Equipment in letters not less than One (1) inch in height as follows:

"Leased from American Computer  
Leasing Corporation"

(b) Except as above provided, the Lessee will not allow the name of any person, association or corporation to be placed on the Equipment as a designation that might be interpreted as a claim of ownership; provided, however, that the Lessee may cause the Equipment to be lettered with the names or initials or other insignia customarily used by the Lessee or its affiliates on railroad equipment used by it of the same or a similar type for convenience of identification of the right of the Lessee to use the Equipment under this Lease.

SECTION 6.   DISCLAIMER OF LIABILITY

Lessor shall not be liable for, and Lessee's obligations hereunder shall not be diminished because of, any loss, claim, demand, liability, cost, damage, or expense of any kind to Lessee, its customers, or anyone else, caused, or alleged to be caused, directly or indirectly, by the Equipment, any inadequacy thereof for any purpose, any defect therein, the use or maintenance thereof, any repairs, servicing or adjustments thereto or any delay in providing or failure to provide the same, any interruption or loss of service or use thereof, or any loss of business, proceeds, consequential or any other damage of any nature.

SECTION 7. INDEMNIFICATION

7.1 General Indemnity. From and after the date hereof until the termination of this Lease, the possession, use, operation and maintenance of the Equipment shall be at the sole risk and expense of the Lessee. The Lessee shall defend, indemnify and save harmless the Lessor and the Secured Party, if any, from and against (a) any and all loss or damage of or to the Equipment, usual wear and tear excepted, and (b) any and all judgments, claims, causes of action, damages or liabilities (including counsel fees and expenses in connection therewith) which the Lessor or the Secured Party, if any, may incur in any manner by reason of its ownership of, which may arise in any manner out of, or as a result of, the use or operation of any Item of Equipment, or by reason of its condition (whether defects are latent, patent or discernible by Lessee), or as a result of claims for patent infringements, during the term of this Lease, regardless of whether such claims are made during or subsequent to termination. In case any such action, suit or proceeding is brought against Lessor, Lessee, upon Lessor's request, will, at Lessee's expense, resist or defend such action, suit or proceeding or cause the same to be resisted and defended by counsel designated by

Lessee and approved by Lessor.

7.2 Indemnity for Failure to Obtain Accelerated Depreciation Deduction

(a) If the Lessor or its affiliated group shall for any reason (except as hereinbelow provided) fail to obtain or to have the right to claim, or the Lessor or its affiliated group shall be disallowed an ordinary expense deduction under Section 162 of the Internal Revenue Code, taken over a period of Five (5) years or less, or a depreciation or amortization deduction (said ordinary expense deduction, depreciation deduction and amortization deduction hereinafter referred to as "Deduction") with respect to Lessor's Cost of any Item of Equipment, in computing its taxable income for the period this Lease is in effect, computed (i) under one of the accelerated methods of depreciation provided in Section 167(b) of the Internal Revenue Code of 1954, amended to the date hereof, or (ii) under Section 184 of the Internal Revenue Code concerning amortization of railroad rolling stock, except for any inability to obtain or to have the right to claim or for the disallowance of the Deduction under one of the aforesaid methods because of the Occurrence of any of the following events:

- (1) an Event of Loss shall occur

with respect to such Item of Equipment, whereby the Lessee is required by the terms hereof to pay, and shall pay in full, the Casualty Value for such Item of Equipment; provided, however, that the indemnities set forth in this Section 7.2(a) shall continue in effect for the period prior to the Event of Loss as provided in Section 7.3 hereof, notwithstanding such payment of Casualty Value;

(2) at any time while such Item of Equipment is leased hereunder, and while no Event of Default has occurred and is continuing unremedied, without the written consent of the Lessee, the Lessor shall (other than solely in connection with a transfer to the Secured Party, if any) voluntarily transfer legal title to such Item of Equipment to anyone or the Lessor shall dispose of any interest



in such Item of Equipment (other than to Secured Party), or shall reduce its interest in the profits from such Item of Equipment, and such transfer by the Lessor or such disposal or reduction by the Lessor shall be the direct cause of the Lessor's inability to obtain or to have the right to claim or of the disallowance of the Deduction;

(3) the Lessor shall fail to claim the Deduction in its income tax returns for the appropriate year or shall fail to follow the proper procedure in claiming the Deduction, and such failure to claim or to follow such procedure, as the case may be, shall preclude the Lessor from claiming the Deduction;

(4) the Lessor or its affiliated group shall fail to have sufficient income to

benefit from the Deduction; or

(5) the Lessor shall fail to take timely action in contesting a claim made by the Internal Revenue Service with respect to the disallowance of the Deduction; and the failure to take such action in a timely manner shall preclude the right of the Lessor to contest such claim;

then, the Lessee shall pay the Lessor as Supplemental Rent an amount which, after deduction of all taxes required to be paid by the Lessor in respect of the receipt thereof under the laws of the United States or any state, city or other political subdivision thereof (after giving credit for any savings in respect of any such taxes by reason of deductions, credits or allowances in respect of the payment of any other such taxes), shall be equal to the additional income taxes and any additions to tax or penalties paid or payable by the Lessor or its affiliated group in consequence of such failure to obtain or have the right to claim, or the disallowance of the Deduction, together with the amount

of any interest which may be assessed against the Lessor in connection with such failure to obtain or have the right to claim, or the disallowance of the Deduction. The aforesaid income taxes shall be calculated on the difference between the Lessor obtaining no Deduction and the Lessor obtaining a Deduction based on the least favorable to it of the aforesaid methods, but in no event shall such Supplemental Rent be an amount greater than 10.8% of Lessor's Cost.

(b) Indemnities pursuant to this Section 7.2 shall be payable on written demand made at any time after the Deduction could have been claimed if allowable or, if claimed and then disallowed, on written notice given by the Lessor or its affiliated group at any time that the Lessor or its affiliated group has first made a payment on account of a tax attributable to the loss of the Deduction.

7.3 Continuing Indemnity. All the indemnities contained in Paragraphs 7.1 and 7.2 shall continue in full force and effect in accordance with their terms notwithstanding the expiration or other termination of this Lease and are expressly made for the benefit of, and shall be enforceable by, the Lessor and, where appropriate, the Secured Party, if any, and their respective successors and assigns.

SECTION 8. RULES, LAWS AND REGULATIONS

The Lessee agrees to comply with all governmental laws, regulations, requirements and rules (including the rules of the Interstate Commerce Commission and the Department of Transportation and all Interchange Requirements of the Association of American Railroads) with respect to the use, maintenance and operation of each Item of Equipment. In case any equipment or appliance on any Item of Equipment shall be required to be changed or replaced, or in case any additional or other equipment or appliance is required to be installed on any Item of Equipment in order to comply with such laws, regulations, requirements, and rules, the Lessee agrees to make such changes, additions, and replacements.

SECTION 9. USE AND MAINTENANCE OF EQUIPMENT

The Lessee shall use the Equipment only in the manner for which it was designed and intended and so as to subject it only to ordinary wear and tear. The Lessee shall, at its own cost and expense, maintain and keep the Equipment in good order, condition and repair, ordinary wear and tear excepted, suitable for use in interchange. The Lessee shall not modify any Item of Equipment without the written approval of the

Lessor, which approval shall not be unreasonably withheld. Any parts installed or replacements made by the Lessee upon any Item of Equipment shall be considered accessions to such Item of Equipment and title thereto shall be immediately vested in the Lessor, without cost or expense to the Lessor.

SECTION 10. LIENS ON THE EQUIPMENT.

The Lessee shall pay or satisfy and discharge any and all claims against, through, or under the Lessee and its successors or assigns which, if unpaid, might become a lien or a charge upon the Equipment, and any liens or charges which may be levied against or imposed upon any Item of Equipment as a result of the failure of the Lessee to perform or observe any of its covenants or agreements under this Lease, or for any other reason, but the Lessee shall not be required to pay or discharge any such claims so long as it shall, in good faith and by appropriate legal proceedings, contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of the Lessor to the Equipment. The Lessee's obligations under this Section 10 shall survive termination of this Lease.

SECTION 11.     FILING

Prior to the delivery and acceptance of the first Item of Equipment, the Lessee will, at its sole expense, cause this Lease to be duly filed, registered or recorded in conformity with Section 20c of the Interstate Commerce Act and/or in such other place or places within or without the United States as the Lessor may reasonably request for the protection of its title and will furnish the Lessor proof thereof. The Lessee will, from time to time, do and perform any other act and will execute, acknowledge, deliver, file, register and record (and will re-file, re-register, or re-record whenever required) any and all further instruments and reports required by law or reasonably requested by Lessor, by reason of Lessor's ownership of the Equipment, for the purpose of protecting the Lessor's title to the Equipment to the satisfaction of the Lessor's counsel, or for the purpose of carrying out the intention of this Lease, and in connection with any such action, will deliver to the Lessor proof of such filings and an opinion of the Lessee's counsel that such action has been properly taken. The Lessee will pay all costs, charges and expenses incident to any such filing, re-filing, registering, re-registering, recording and re-recording of any such instruments or incident to the taking of such action.

SECTION 12.     PAYMENT OF FEES AND TAXES

Lessee, or the Lessor at the Lessee's expense, shall report, pay and discharge when due all license and registration fees and all taxes, including without limitation, assessments, sales, use, franchise, interest equalization, property taxes, and gross receipts taxes imposed upon any party or against the Equipment or against the rentals or receipts with respect to the Equipment by any Federal, State, or Local Government, or taxing authority, or any foreign government arising from the use or operation of the Equipment or from the purchase, ownership, delivery, leasing, possession, return or other disposition of the Equipment (excluding any tax measured by the Lessor's net income and any gross receipts or gross income taxes in substitution for or by way of relief from the payment of taxes measured by such net income, provided that the Lessee agrees to pay that portion of any such tax on or measured by rents payable hereunder or the net income therefrom which is in direct substitution for, or which relieves the Lessee from, a tax on the Equipment which the Lessee would otherwise be obligated to pay under the terms of this Section 12), together with any penalties or interest thereon, imposed by any state, federal, or local government upon any Item of Equipment and whether or not the same shall be assessed against or in the name of the

Lessor; provided, however, that the Lessee shall not be required to pay or discharge any such tax or assessment (a) so long as it shall, in good faith and by appropriate legal proceedings, contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of the Lessor to the Equipment (the Lessee shall, however, reimburse the Lessor for any damages, or expenses resulting from such failure to pay or discharge), or (b) as to assessments against or in the name of anyone other than the Lessee, until Twenty (20) days after written notice thereof shall have been given to the Lessee.

SECTION 13. CASUALTY OCCURRENCE

13.1 Notice. In the event of a Casualty Occurrence the Lessee shall promptly after learning thereof fully inform the Lessor with respect thereto.

13.2 Payment. When the aggregate Casualty Value of Items of Equipment having suffered a Casualty Occurrence (exclusive of Items of Equipment having suffered a Casualty Occurrence with respect to which a payment shall have been made to the Lessor pursuant to this Section 13) shall exceed Fifty Thousand Dollars (\$50,000), the Lessee, on the next succeeding Rental Payment Date, shall pay to the Lessor a sum equal to



the sum of (a) all rent with respect to such Items of Equipment due (including without limitation Fixed Rent for the semi-annual period in which such Casualty Occurrence shall take place), and (b) the Casualty Value of such Item or Items of Equipment as of such Rental Payment Date. Upon making (but not until) such payment in respect to any Item or Items of Equipment, the rental for such Item or Items of Equipment shall cease to accrue and the Lessee shall be the agent of the Lessor to dispose of such Item or Items of Equipment for the best price obtainable and shall retain all amounts thereof up to the Casualty Value paid by the Lessee and shall remit the excess, if any, to the Lessor.

13.3 Risk of Casualty Occurrence. The Lessee shall bear the risk of any Casualty Occurrence prior to the Commencement Date with respect to any Item of Equipment. Likewise, Lessee shall bear the risk of and shall not be released from its obligations hereunder in the event of any Casualty Occurrence to any Item of Equipment after the date of the Lessee's execution of a Certificate of Acceptance with respect to such Item of Equipment.

13.4 Partial Requisition. In the event that during the term of this Lease the use of any Item of Equipment is requisitioned or taken by

any governmental authority under the power of eminent domain or otherwise for a period which does not exceed the remaining term of this Lease, the Lessee's duty to pay rent shall continue for the duration of such requisitioning or taking. The Lessee shall be entitled to receive and retain for its own account all sums payable for any such period by such governmental authority as compensation for requisition or taking of possession to an amount equal to the rent paid or payable hereunder for such period, and the balance, if any, shall be payable to and retained by the Lessor as its sole property.

SECTION 14. ANNUAL REPORTS

A. On or before May 1 in each year, commencing with the year 1971, the Lessee will furnish to the Lessor or its assigns an accurate statement, as of the end of the preceding fiscal year, (a) showing the amount, description and numbers of the Items of Equipment then leased hereunder, the amount, description and numbers of all Items of Equipment that may have suffered a Casualty Occurrence during the preceding Twelve (12) months (or since the date of this Lease, in the case of the first such statement), and such other information regarding the condition or repair of the Equipment as the Lessor may reasonably

request, and (b) stating that, in the case of all Equipment repainted during the period covered by such statement, the markings required by Section 5 hereof shall have been preserved or replaced, and that the name of no person, association or corporation appearing on any Item of Equipment may be interpreted as indicating a claim of ownership thereof by any such person, association, or corporation except as contemplated pursuant to this Lease.

B. Lessee will furnish Lessor, within Sixty (60) days after the end of the first, second, and third quarterly accounting periods in each fiscal year of Lessee, copies of the balance sheet and profit and loss statement for said periods, and certified to by an officer of the Lessee. Lessee will further furnish to Lessor, within One Hundred Twenty (120) days after the end of the fiscal year of Lessee, copies of the balance sheet and profit and loss statement, certified by independent public accountants.

#### SECTION 15. INSPECTION

The Lessor or its assigns shall have the right, at its sole cost and expense, by its authorized representative, to inspect the Equipment and the Lessee's records with respect thereto, at such times as shall

be reasonably necessary to confirm to the Lessor or its assigns the existence and proper maintenance thereof during the continuance of this Lease.

SECTION 16. RETURN OF EQUIPMENT UPON EXPIRATION  
OF TERM

Upon the expiration of the Term with respect to any Item of Equipment, the Lessee will, at its own cost and expense, at the request of the Lessor, deliver possession of such Item of Equipment to the Lessor upon such storage tracks of the Lessee as the Lessor may designate, or in the absence of such designation as the Lessee may select, and permit the Lessor to store such Item of Equipment on such tracks for a period not exceeding Three (3) months and transport the same at any time within such Three (3) month period to any reasonable place on the lines of railroad operated by the Lessee or to any connecting carrier for shipment, all as directed by the Lessor upon not less than Thirty (30) days' written notice to the Lessee. All movement and storage of each such Item of Equipment is to be at the expense of the Lessee, but at the risk of the Lessor. During any such storage period, the Lessee will permit the Lessor or any person designated by

it, including the authorized representative or representatives of any prospective purchaser of any such Item of Equipment to inspect the same. The assembling, delivery, storage and transporting of the Equipment as hereinbefore provided are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee to so assemble, deliver, store and transport the Equipment.

SECTION 17.    DEFAULT

17.1    Events of Default.    If, during the continuance of the Lease, one or more of the following Events of Default shall occur:

(a)        if Lessee shall default in the due and punctual payment of any part of the Rental provided in Section 4 hereof, and in the payment of any other sums payable to Lessor, and such default shall continue for Ten (10) days; or

(b)        if Lessee shall default in a due performance or observance of any of the terms of Sections 9, 10, 11, and 12 of this Lease; or

(c) if Lessee shall make or permit any unauthorized assignment or transfer of this Lease or of possession of the Equipment, or any part thereof, and shall fail or refuse to cause such assignment or transfer to be cancelled by agreement of all parties having any interest therein and to recover possession of such Equipment within Thirty (30) days after written notice from the Lessor to the Lessee demanding such cancellation and recovery of possession; or

(d) if Lessee shall default in a due performance or observance of any of the other terms of this Lease, other than those referred to in Paragraphs (a), (b), and (c) of this Section, and such default is continued for more than Fifteen (15) days after written notice thereof from Lessor; or

(e) if any execution or attachment shall be issued whereby any Item of Equipment shall be taken or attempted to be taken by someone other than Lessor

and the same shall not be vacated within Thirty (30) days after the issuance thereof; or

(f) if Lessee shall abandon any Item of Equipment otherwise than as permitted by this Lease; or

(g) if Lessee shall default in the payment of any principal or premium, if any, or interest on any indebtedness for borrowed money, in excess of Twenty Five Thousand Dollars (\$25,000) per Item, and such default shall continue for more than the period of grace, if any, specified therein, and for more than Ten (10) days after receipt of written notice from Lessor to Lessee; or

(h) if Lessee shall consent to the appointment of a receiver, trustee or liquidator of itself or of a substantial part of its property, or Lessee shall admit in writing its inability to pay its debts generally as they come due, or shall make a general assignment for the benefit of creditors, or shall file a voluntary

petition in bankruptcy or a voluntary petition or an answer seeking reorganization under Section 77 of the Bankruptcy Act, as now constituted or as said Section 77 may be hereafter amended or an answer admitting the material allegations of a petition filed against Lessee in any such proceeding, or Lessee shall, by voluntary petition, answer or consent, seek relief under the provisions of any other now existing or future bankruptcy or other similar law providing for the reorganization or winding-up of corporations, or providing for an agreement, composition, extension or adjustment with its creditors; or

(i) if an order, judgment, or decree shall be entered by any court of competent jurisdiction appointing, without the consent of Lessee, a receiver, trustee or liquidator of Lessee or of any substantial part of its property or any substantial part of the property of



Lessee shall be sequestered, and any such order, judgment, or decree of appointment or sequestration shall remain in force undismissed, unstayed or unvacated for a period of Ninety (90) days after the date of entry thereof; or

(j) if a petition for reorganization under Section 77 of the Bankruptcy Act or if a proceeding against Lessee under any of the other Federal Bankruptcy laws or other insolvency laws (as now or hereafter in effect) shall be filed and shall not be withdrawn or dismissed within Ninety (90) days thereafter, or if, under the provisions of any law providing for reorganization or winding-up of corporations which may apply to Lessee, any court of competent jurisdiction shall assume jurisdiction, custody, or control of Lessee or of any substantial part of its property and such jurisdiction, custody, or control shall remain in force unrelinquished, unstayed or unterminated for a period of Ninety (90) days;

then, and in any such event, the Lessor at its option, may:

(a) proceed by appropriate court action or actions, either at law or in equity, to enforce performance by the Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof; or

(b) at any time thereafter give written termination notice to Lessee and upon such notice the term of this Lease shall expire and terminate by limitation and all rights of Lessee hereunder shall cease, without relieving Lessee of its liabilities and obligations hereunder, all of which shall survive such termination; or

(c) repossess the Equipment or any part thereof by force or without judicial proceedings or by summary proceedings or otherwise, and enter upon any and all of Lessee's property for such purpose, Lessee hereby waiving all claims against Lessor by reason of any damage or loss suffered by

Lessee as a result of such repossession; or

(d) sell, at public or private sale, as Lessor may determine, or otherwise dispose of, hold, use, operate, lease to others or keep idle any Equipment as Lessor in its sole discretion may determine, free and clear of any rights of Lessee and without any duty to account to Lessee with respect to such action or inaction or for any proceeds with respect thereto except to the extent required above; or

(e) demand and receive an amount equal to all Rental and other sums which may have accrued to the date of such termination plus (i) in the event of a sale of the Equipment, the amount of any deficiency between the proceeds of said sale and the Casualty Value on the date of such demand; or (ii) in all instances other than a sale of the Equipment, as damages for loss of a bargain, and not as a penalty, a sum, with respect to each Item of Equipment, which

represents the excess of the present worth, at the time of such termination, of all Rentals for such Item of Equipment which would otherwise have accrued hereunder from the date of such termination to the end of the Term as to such Item of Equipment over the then present worth of the then fair rental value of such Item of Equipment for such period computed by discounting to the date of such termination rentals which the Lessor reasonably estimates to be obtainable for the use of the Item of Equipment during such period, such present worth to be computed in each case on a basis of Nine Per Cent (9%) per annum discount, compounded semi-annually from the respective dates upon which rentals would have been payable hereunder had this Lease not been terminated, and (iii) any damages and expenses, including reasonable attorney's fees which the Lessor shall have sustained by reason of the breach of any covenant or covenants of this Lease.

17.2 Waiver. The remedies in this Lease provided in favor of the Lessor shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in its favor existing at law or in equity. The Lessee hereby waives any mandatory requirements of law, now or hereafter in effect, which might limit or modify any of the remedies herein provided, to the extent that such waiver is permitted by law. The Lessee hereby waives any and all existing or future claims of any right to assert any offset against the rental payments due hereunder, and agrees to make the rental payments regardless of any offset or claim which may be asserted by the Lessee or on its behalf in connection with the lease of the Equipment. The failure of the Lessor to exercise the rights granted it hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies.

SECTION 18. RETURN OF EQUIPMENT UPON DEFAULT

If the Lessor shall terminate this Lease pursuant to Section 17 hereof, the Lessee shall forthwith deliver possession of the Equipment to the Lessor. For the purpose of delivering possession of any Item of Equipment to the Lessor as above required, the Lessee shall at its

own cost, expense and risk (except as hereinafter stated):

A.       Forthwith place such Item of Equipment in such reasonable storage place on the Lessee's lines of railroad as the Lessor may designate or, in the absence of such designation, as the Lessee may select;

B.       Permit the Lessor to store such Item of Equipment in such reasonable storage place on the Lessee's lines of railroad for a period not exceeding Six (6) months at the risk of the Lessee; and

C.       Transport such Item of Equipment, at any time within such Six (6) month period, to any place on the lines of railroad operated by the Lessee or to any connecting carrier for shipment, all as the Lessor may reasonably direct upon not less than Thirty (30) days' written notice to the Lessee.

The assembling, delivery, storage, and transporting of the Equipment as

hereinbefore provided are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises, the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lease so to assemble, deliver, store, and transport the Equipment.

Without in any way limiting the obligations of the Lessee under the foregoing provisions of this Section 18, the Lessee hereby irrevocably appoints the Lessor as the agent and attorney of the Lessee, with full power and authority, at any time while the Lessee is obligated to deliver possession of any Item of Equipment to the Lessor, to demand and take possession of such Item of Equipment in the name and on behalf of the Lessee from whomsoever shall be at the time in possession of such Item of Equipment.

SECTION 19.     ASSIGNMENT

19.1     Subsequent Financing.     The Lessee understands that the Lessor intends to obtain financing in connection with this Lease and, as security therefor, to assign to the Secured Party its rights hereunder, all or a part of the rent to be paid hereunder and its rights to the Equipment. The Lessee agrees to cooperate with the Lessor in connection

with the placement of such financing and to execute and file, at the Lessor's expense, such documents and instruments in connection therewith as may be reasonably requested by the Lessor; provided, however, that nothing herein contained shall require the Lessee to agree to an amendment of this Lease in the event of any such financing.

19.2 Assignment. This Lease shall be assignable in whole or in part by Lessor without the consent of the Lessee, but the Lessee shall be under no obligation to any assignee of the Lessor except upon written notice of such assignment from the Lessor. In the event that separate assignments are executed by the Lessor in respect of this Lease and the rental and other sums due and to become due hereunder insofar as the same relate to Items of Equipment described in different schedules hereto, the Lessor and the Lessee agree that so long as such separate assignments remain in force and effect this Lease shall be deemed to be and shall be construed as a divisible and severable contract between the Lessor and the Lessee for the leasing of Items of Equipment covered by each such separate assignment and each assignee shall be entitled to exercise all of the rights and remedies of the Lessor in respect of the Items of Equipment covered by the separate assignment to such assignee all to the same



extent and with the same force and effect as though a separate lease had been entered into by the Lessor and the Lessee in respect of such Items of Equipment. Upon notice to the Lessee of any such assignment the rental and other sums payable by the Lessee which are the subject matter of the assignment shall be paid to the assignee.

19.3 Payment to Assignee. The Lessee acknowledges and agrees that the rights of any assignee, including, without limitation, the Secured Party, in and to the sums payable by the Lessee under any provisions of this Lease shall not be subject to any abatement whatsoever, and shall not be subject to any defense, set-off, counterclaim or recoupment whatsoever whether by reason of or defect in the Lessor's title, or any interruption from whatsoever cause (other than from a wrongful act of such assignee) in the use, operation, or possession of the Equipment or any part thereof, or any damage to or loss or destruction of the Equipment or any part thereof or by reason of any other indebtedness or liability, howsoever and whenever arising, of the Lessor to the Lessee or to any other person, firm or corporation or to any governmental authority or for any cause whatsoever, it being the intent hereof that, except in the event of a wrongful act on the part of such assignee, the

**Lessee** shall be unconditionally and absolutely obligated to pay such **assignee** all of the rents and other sums which are the subject matter of the assignment.

SECTION 20. POSSESSION AND USE

20.1 Assignment by the Lessee. So long as the Lessee shall not be in default under this Lease, the Lessee shall be entitled to the possession and use of the Equipment in accordance with the terms of this Lease, but, without the prior written consent of the Lessor, the Lessee shall not assign, transfer or encumber its leasehold interest under this Lease in any Item of Equipment (except to the extent that the provisions of any mortgage now or hereafter created on any of the lines of railroad of the Lessee may subject such leasehold interest to the lien thereof). The Lessee shall not, without the prior written consent of the Lessor, part with the possession or control of, or suffer or allow to pass out of its possession or control, any Item of Equipment, except to the extent otherwise permitted by the provisions of this Section 20.

20.2 Interchange. So long as the Lessee shall not be in default under this Lease, the Lessee shall be entitled to the possession of the Equipment and to the use thereof upon the lines of railroad owned or

operated by it (either alone or jointly) or by any corporation a majority of whose voting stock (i. e., having ordinary voting power for the election of a majority of its Board of Directors) is owned directly or indirectly by the Lessee, or upon lines of railroad over which the Lessee or any such corporation has trackage or other operating rights or over which Equipment of the Lessee is regularly operated pursuant to contract, and also to permit the use of the Equipment upon connecting and other railroads in the usual interchange of traffic, but only upon and subject to all the terms and conditions of this Lease; and the Lessee may receive and retain compensation for such use from other railroads so using any of the Equipment. No assignment, sublease or interchange entered into by the Lessee hereunder shall relieve the Lessee of any liability or obligations hereunder which shall be and remain those of a principal and not a surety.

20.3 Merger. Nothing in this Section 20 shall be deemed to restrict the right of the Lessee to assign or transfer its leasehold interest under this Lease in the Equipment or possession of the Equipment to any corporation (which shall have duly assumed the obligations hereunder of the Lessee and which shall have a net worth, after the

merger or consolidation, at least equal to the net worth of Lessee as it exists on the date of the execution of this Lease) into or with which the Lessee shall have become merged or consolidated or which shall have acquired the property of the Lessee as an entirety or substantially as an entirety.

SECTION 21. OPINION OF COUNSEL

Concurrently with the execution of this Lease, the Lessee will deliver to the Lessor five counterparts of the written opinion of counsel for the Lessee addressed to the Lessor, and to the Secured Party, if any, in scope and substance satisfactory to the Lessor and the Secured Party, if any, to the effect that:

A. The Lessee is a corporation legally incorporated and validly existing, in good standing, under the laws of the State of Virginia, with adequate corporate power to enter into this Lease;

B. The Lessee is duly qualified, licensed and in good standing in each jurisdiction wherein the character of the properties owned or the nature of the activities conducted required such qualification;

C. This Lease has been duly authorized, executed and delivered by the Lessee and constitutes a valid, legal, and binding agreement of the Lessee enforceable in accordance with its terms;

D. Lessor is vested with good, merchantable, and outright title to the Equipment, free of any mortgage lien, pledge, encumbrance, conditional sale or other title retention agreement, lease, charge or claim, other than this Lease;

E. If this Lease is filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act, no other filing, recording or depositing is necessary to protect the Lessor's title to the Equipment;

F. No approval is required from any public regulatory body with respect to the entering into or performance of this Lease and, generally, this Lease is not in violation of any statute or governmental rules or regulations;

G. The entering into and performance of this Lease will not result in any breach of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon the Lessee's leasehold interest under this Lease in the Equipment (except to the extent that the provisions of any existing mortgage of the Lessee may require the subjection of such leasehold interest to the lien thereof) pursuant to any indenture, mortgage, deed of trust, bank loan or

credit agreement or other instrument to which the Lessee is a party or by which it may be bound.

SECTION 22. NOTICES

Any notice required or permitted to be given by either party hereto to the other shall be deemed to have been given when deposited in the United States mails, first-class, postage prepaid, addressed as follows:

If to the Lessor: American Computer Leasing Corporation  
14 East Fourth Street  
Cincinnati, Ohio 45202  
Attention: Mr. Robert C. Lintz  
Vice President & Treasurer

If to the Lessee: Seaboard Coast Line Railroad Company  
Treasury Department  
P. O. Box 1620  
Richmond, Virginia 23213  
Attention: Mr. Leonard G. Anderson  
Treasurer

or addressed to either party at such other address as such party shall hereafter furnish to the other party in writing.

SECTION 23. OPTION TO PURCHASE

23.1 Price. Provided that the Lessee is not in default, the Lessee shall have an option to purchase, upon the expiration of the Term, each Item of Equipment subject to this Lease upon the following

**terms and conditions:**

(a) If the Lessee desires to exercise this option, it shall, at least Sixty (60) days prior to expiration of the Term, give the Lessor written notice of its election to purchase, identifying the Items of Equipment which it elects to purchase and stating as to each the fair market value thereof as believed by the Lessee, and shall upon the expiration of the Term, with respect to such Items of Equipment, pay to the Lessor in cash the purchase price for each Item of Equipment so purchased, determined as hereinafter provided; and

(b) The purchase price of each Item of Equipment shall be the fair market value thereof as of the date of purchase. If the Lessee and the Lessor are unable to agree upon the fair market value of any Item of Equipment within Fifteen (15) days after receipt by the Lessor of the notice specified herein, such fair market value shall be determined by an appraiser

selected by the mutual agreement of the Lessor and the Lessee. If such fair market value is not so determined prior to expiration of the Term, the same shall be determined by American Appraisal Company and shall bear interest from the date of expiration of the Term to the date of payment at Nine Per Cent (9%) per annum.

23.2 Risk of Loss. Notwithstanding any election under this Section 23 of the Lessee to purchase, the provisions of Section 13 hereof shall continue in full force and effect until the date of purchase and the passage of ownership of the Items of Equipment purchased by the Lessee upon the date of purchase, unless the purchase price has been agreed upon by the parties pursuant to this Section 23, in which event such purchase price shall govern in the event of a Casualty Occurrence prior to the date of purchase.

#### SECTION 24. MISCELLANEOUS

24.1 Law Governing. This Lease shall be construed in accordance with the laws of the State of Ohio; provided, however, that the parties shall be entitled to all rights conferred by any applicable federal statute,



rule or regulation.

24.2 Execution in Counterparts. This Lease, and any lease supplemental hereto, may be executed in several counterparts, each of which so executed shall be deemed to be an original and in each case such counterparts shall constitute but one and the same instrument.

24.3 Equipment to Remain Personal Property. The Equipment shall, at all times, remain personal property and Lessee will not take any action, with respect to said Equipment, that would confer upon any person an interest in the Equipment.

24.4 Lessor's Right to Perform Lessee's Covenants. If Lessee shall fail to make any payment or perform any act required to be made or performed by it hereunder, Lessor, upon notice and demand upon Lessee, and without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account of and at the expense of Lessee, and may enter upon any and all of Lessee's property for such purpose and take all such action thereon as, in Lessor's opinion, may be necessary or appropriate therefor. All sums so paid by Lessor, together with interest thereon at the rate of Nine Per Cent (9%) per annum from the date of payment shall

constitute supplemental Rent hereunder and shall be paid by Lessee to Lessor on demand.

24.5 Estoppel Certificate by Lessee. Lessee will execute, at any time upon request by Lessor, acknowledge and deliver to Lessor an Officer's Certificate certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications that the Lease is in full force and effect, as modified, and stating the modifications) and (b) the dates, if any, to which rental have been paid. Any such certificate may be relied upon by any prospective purchaser or mortgagee of the Equipment.

24.6 Invalidity of Portions of Lease. Any provision in this Lease and any Schedule which is in conflict with any statute, law or rule shall be deemed omitted, modified or altered to conform thereto. The invalidity of any portion of this Lease shall not affect the force and effect of the remaining valid portions hereof.

24.7 Acts of Agents. No agent or employee of Lessor is authorized to bind Lessor under this Lease, or to waive, alter or add to the terms and conditions printed herein.

24.8 Amendments. Neither this Lease nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing filed by the party against whom enforcement of the change, waiver, discharge or termination is sought. All the terms and provisions of this Lease shall be binding upon Lessee and Lessor and their respective successors and assigns.

SECTION 25. FEE

Lessee agrees to pay to Lessor, upon each Commencement Date, and as part consideration for the execution of this Lease, a fee equal to 10.1952% of Lessor's cost for all Items of Equipment subject to such Commencement Date.

SECTION 26. REPRESENTATIONS AND WARRANTIES

LESSOR IS NOT A MANUFACTURER OR VENDOR OF EQUIPMENT, AND HAS NOT MADE AND DOES NOT HEREBY MAKE ANY REPRESENTATION, WARRANTY OR COVENANT WITH RESPECT TO MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, QUALITY, DURABILITY, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT OR IN CONNECTION WITH, OR FOR THE PURPOSES OR USES OF LESSEE.

OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR CHARACTER EXPRESSED OR IMPLIED, WITH RESPECT THERETO. Lessee agrees that Lessor shall not be liable for any latent or patent defect in the Equipment or any part thereof. Lessee assumes all risks of any defect in the condition, quality and fitness or availability for use of the Equipment.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their respective officers thereunder duly authorized and their corporate seals to be hereto affixed as of the day and year first above written.

[Corporate Seal]

Attest:

Sandra Waacke Himmann  
Secretary

AMERICAN COMPUTER LEASING  
CORPORATION

BY:

Robert L. Lind  
Its Vice President and Treasurer  
LESSOR

[Corporate Seal]

Attest:

J. J. Williams  
Assistant Secretary

SEABOARD COAST LINE RAILROAD  
COMPANY

BY:

Leonard G. Anderson  
Its Treasurer

LESSEE

STATE OF OHIO                    )  
  : SS.  
COUNTY OF HAMILTON)

On this 21<sup>st</sup> day of September, 1970, before me personally appeared Robert C. Lintz, to me personally known, who being by me duly sworn, says that he is the Vice President and Treasurer of AMERICAN COMPUTER LEASING CORPORATION; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

DONALD P. KLEKAMP, Attorney at Law  
Notary Public, State of Ohio  
My commission has no expiration date  
Section 147.03 R. C.

[SEAL]

My commission expires:

STATE OF VIRGINIA)  
  : SS.  
CITY OF RICHMOND)

On this 23<sup>rd</sup> day of September, 1970, before me personally appeared Leonard G. Anderson, to me personally known, who being by me duly sworn, says that he is the Treasurer of SEABOARD COAST LINE RAILROAD COMPANY; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

[SEAL]

My commission expires:  
JUL 12 1974

EXHIBIT "A"

DESCRIPTION OF EQUIPMENT

350 40-foot, 6 inch, 50-ton box cars bearing  
identifying numbers SCL 11450 through  
SCL 11799, both inclusive

350 40-foot, 6 inch, 50-ton gondola cars  
bearing identifying numbers SCL 132100  
through SCL 132449, both inclusive

EXHIBIT "B"

SCHEDULE OF CASUALTY VALUE

<u>Rental Payment Date</u>	<u>Percentage of Lessor's Cost</u>
1 .....	94.594
2 .....	88.930
3 .....	82.995
4 .....	76.775
5 .....	70.258
6 .....	63.428
7 .....	56.271
8 .....	48.771
9 .....	40.912
10 .....	32.677
11 .....	24.047
12 .....	15.000

EXHIBIT "C"

CERTIFICATE OF ACCEPTANCE

RAILROAD EQUIPMENT MASTER LEASE AGREEMENT  
DATED AS OF AUGUST 15, 1970  
BY AND BETWEEN

AMERICAN COMPUTER LEASING CORPORATION  
and  
SEABOARD COAST LINE RAILROAD COMPANY

TO: American Computer Leasing Corporation, Lessor  
Seaboard Coast Line Railroad Company, Lessee

I, the duly appointed inspector and authorized representative of the Lessor and the Lessee for the purpose of the Railroad Lease Agreement, both dated as of August 15, 1970, between the Lessor and the Lessee, do hereby certify that I have inspected, received, approved and accepted delivery, first on behalf of the Lessor pursuant to the Railroad Equipment Reconstruction Agreement, and next on behalf of the Lessee pursuant to the Lease, of the following pieces of Equipment:

TYPE OF EQUIPMENT:

PLACE ACCEPTED:

DATE ACCEPTED:

NUMBER OF UNITS:

NUMBERED:

I do further certify that the foregoing Equipment is in good order and condition, and appears to conform to the specifications applicable



EXHIBIT "C"--Page 2

thereto and to all applicable Interstate Commerce and Department of Transportation requirements and specifications and that each Item has been marked in accordance with Section 5.2 of the Lease.

The execution of this Certificate will in no way relieve or decrease the responsibility of the Rebuilder of the Equipment for any warranties it has made with respect to the Equipment under the Railroad Equipment Reconstruction Agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Inspector and Authorized Representative  
of Lessor and Lessee

EXHIBIT "D"

SCHEDULE \_\_\_\_\_

Dated: \_\_\_\_\_

Pursuant to Master Lease Agreement dated \_\_\_\_\_  
between American Computer Leasing Corporation ("Lessor") and Seaboard  
Coast Line Railroad Company ("Lessee"), the terms of which are hereby  
incorporated herein by reference, Lessor does hereby lease to Lessee,  
and Lessee does hereby lease from Lessor, the following described Items  
of Equipment:

WITNESSES:

AMERICAN COMPUTER LEASING  
CORPORATION

BY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## EXHIBIT "D"--Page 2

WITNESSES:

SEABOARD COAST LINE RAILROAD  
COMPANY

BY: \_\_\_\_\_

STATE OF OHIO )

COUNTY OF HAMILTON)

On this       day of       , 1970, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is the \_\_\_\_\_ of American Computer Leasing Corporation; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[SEAL]

Notary Public

My Commission expires:

STATE OF VIRGINIA)

: SS.

CITY OF RICHMOND)

On this       day of       , 1970, before me personally appeared Leonard G. Anderson, to me personally known, who being by me duly sworn, says that he is the Treasurer of Seaboard Coast Line Railroad Company; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[SEAL]

Notary Public

My Commission expires: